

SCHEDULE 12.1.1 — SECURITY ACCESS REQUIREMENTS

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1. SECURITY

Contractor will comply with all of the County's security requirements, as amended from time to time. Any individual performing Services at a Location must successfully pass a background investigation or be escorted by Contractor personnel who have passed a background check, as described in Section 12.1.3 of the Agreement. Notwithstanding the above, any individual having access to CLETS, or performing Services relating to CLETS, must successfully pass a background investigation conducted and approved by the Sheriff.

2. BACKGROUND INVESTIGATION

2.1 *Background Investigations*

Background investigations on Contractor personnel will be conducted in accordance with the Standards and Procedures Manual.

2.2 *County's Notification to Contractor*

Contractor will be notified in the event that any Contractor personnel do not successfully pass the background investigation. The County will not provide reasons or comments justifying such decision. However, should Contractor believe that there has been a mistake, then Contractor may bring the matter to the attention of the CIO.

3. COUNTY ISSUED I.D. CARDS

Once any Contractor personnel has successfully passed the background investigation, the County will issue an identification card (County I.D. Card). Contractor personnel must wear at all times the County I.D. Card during the performance of Services within any of the County's facilities. Such card identifies the individual as being authorized to enter the County's facilities for the performance of Services.

County I.D. Cards are for the exclusive use of the individual named and pictured on the card. Such cards will remain the property of the County and shall be returned upon demand or upon the termination or expiration of the Agreement.

Contractor will assume all responsibility for all Contractor personnel's use of and the return of the County I.D. Cards. Contractor will be assessed One Hundred Dollars (\$100.00) (or such other fee as may be set forth in the Standards and Procedures Manual) for each County I.D. Card not returned by County personnel. At the expiration and or termination of the Agreement, final payment will be withheld until all I.D. Cards are accounted for.

4. KEYS FOR COUNTY FACILITIES

Any Contractor personnel holding keys to the County facilities will use such keys solely to access the County for the performance of Services.

Contractor may be issued a set of keys for County facilities that do not have guards on duty. Contractor will assume all responsibilities for the use and return of these keys.

All keys issued to Contractor shall remain the property of the County and will be returned upon demand or upon the termination/expiration of the Agreement. In addition to any other costs or damages, Contractor will be assessed one hundred dollars (\$100.00) (or such other fee as may be set forth in the Standards and Procedures Manual) for each key not returned and will be further assessed the actual cost for parts and locksmith services to remove the lost key from the facility keying system(s).

If any key or access control card is lost or stolen, Contractor shall:

- notify the CIO in writing of the loss identifying the facility for which the keys were lost;
- who lost the key;
- where they were lost;
- date and time loss was discovered;
- what actions Contractor has taken to prevent future losses.

Unauthorized duplication of keys to County facilities is a misdemeanor under Chapter 3, Section 469 of the California, Standard Penal Code.

5. ALARM SYSTEMS

The County has alarm systems in numerous facilities. In some instances these are multiple systems within a facility. Contractor may be issued alarm codes for each site and be instructed to properly operate the alarm systems. Contractor shall ensure that any Contractor personnel operating the alarm system be fluent in English. Contractor is instructed to contact Station M at (858) 565-5255 in the event that its personnel or agents are unable to activate the alarm system.

In the event of a life threatening emergency, Contractor will instruct its personnel to use the Standard Operating Procedures for emergency response, i.e. to call 9-1-1. Failure to operate the alarm system correctly will result in a false alarm. Contractor will be responsible for all costs associated with false alarms..

6. CLETS ACCESS/SECURITY

The Parties acknowledge and agree that Contractor shall comply with the applicable provisions of the CLETS documents set forth in Section 12.1.1, and the FBI Criminal Justice Information Services Security Addendum included in Exhibit 12.1.1-1, CLETS System Security Requirements.

All persons having access to the CLETS system as defined by the CLETS documents shall obtain required background investigation and clearance, conducted and approved by the Sheriff.

The operation, policy, planning, and training for the CLETS system shall be subject to the oversight and authority of the Sheriff. In cases of alleged violation of CLETS policy and procedures, appropriate correction actions, if any, will be coordinated with the Sheriff and County Technology Office to ensure appropriate disciplinary action is taken, as mutually agreed.

Any amendments to the terms and conditions of the Agreement relating to the CLETS system shall be coordinated with the Sheriff and County Technology Office, and require approval and signature of the Sheriff.

END OF SCHEDULE